

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** December 1, 2009

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

Agenda Item No. 9(A)(1)

**From:** George M. Burgess  
County Manager

**Subject:** FY 2008-2009 Tourist Development Council Grants Program  
Fourth Quarter Recommendations for a Total of \$153,500

## **Recommendation**

It is recommended that the Board approve the funding of 19 grants for a total of \$153,500 from the FY 2008-2009 Tourist Development Council Grants Program – Fourth Quarter.

## **Scope**

The impact of this agenda item is countywide.

## **Fiscal Impact/Funding Source**

Funding for the Tourist Development Council (TDC) Grants Program comes from the 2% Tourist Development Room Tax Revenue and the 2% Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provides \$25,000 to the TDC pursuant to a multi-year agreement. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

## **Track Record/Monitor**

Each recommended organization has a track record for responding to Departmental grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade Department of Cultural Affairs, is responsible for monitoring the grant contracts.

## **Background**

The Tourist Development Council convened on August 18, 2009 to review 19 applications requesting \$321,000 for the Fourth Quarter of the program. The TDC recommended funding 19 applicants for a total of \$153,500.

The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the TDC carefully considered and applied the Tourist Development Council Grants guidelines, as outlined below.

The Tourist Development Council Grants Program is responsive on a quarterly basis to organizations/events, which showcase Miami-Dade County's appeal as a tourist destination by sponsoring tourist-oriented sports events, cultural and special events (visual and performing arts, including theater, concerts, recitals, opera, dance, art exhibitions, festivals and other tourist-related activities) and television origination projects.

The TDC specifically evaluated each applicant organization based on the following competitive review criteria: 1) tourism impact/marketing plan; 2) quality and track record of the organization and its event; 3) event coordination and management; and 4) fiscal feasibility and accountability. Attached is a list describing the projects being recommended for funding.

  
Assistant County Manager



# MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

DATE: December 1, 2009

FROM: R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(1)  
12-1-09

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE FUNDING OF NINETEEN (19) GRANTS FOR A TOTAL OF \$153,500 FROM THE FY2008-2009 FOURTH QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: ALLIANCE FRANCAISE DE MIAMI, INC.; CORAL GABLES CONGREGATIONAL CHURCH (UNITED CHURCH OF CHRIST), INC.; FAIRCHILD TROPICAL BOTANIC GARDEN, INC.; FOR THE LOVE OF YOU, INC.; FRIENDS OF THE BASS MUSEUM, INC.; GALATA, INC.; GREATER MIAMI CONVENTION AND VISITORS BUREAU, INC.; JEWISH MUSEUM OF FLORIDA, INC.; MIAMI BEACH ARTS TRUST, INC.; MIAMI DESIGN PRESERVATION LEAGUE, INC.; MIAMI HISPANIC BALLET CORPORATION; MIAMI NORTHWEST EXPRESS TRACK AND FIELD CLUB, INC.; MIAMI OVERSEAS CHINESE ASSOCIATION, INC.; MIAMI-DADE BEACON COUNCIL; MIAMI-DADE SPORTS COMMISSION, INC.; MUSEUM OF CONTEMPORARY ART, INC.; MYSTERY PARK ARTS COMPANY, INC.; TEATRO AVANTE, INC.; WALENSTEIN MUSICAL ORGANIZATION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS FOLLOWING COUNTY ATTORNEY APPROVAL OF FORM AND LEGAL SUFFICIENCY AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves funding of nineteen (19) grants for a total of \$153,500 from the FY2008-2009 Fourth Quarter meeting of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

Alliance Francaise de Miami, Inc.	2,500
Coral Gables Congregational Church (United Church of Christ), Inc.	5,000
Fairchild Tropical Botanic Garden, Inc.	16,000
For the Love of You, Inc.	2,000
Friends of the Bass Museum, Inc.	7,500
Galata, Inc.	2,500
Greater Miami Convention and Visitors Bureau, Inc.	25,000
Jewish Museum of Florida, Inc.	7,000
Miami Beach Arts Trust, Inc.	3,500
Miami Design Preservation League, Inc.	14,000
Miami Hispanic Ballet Corporation	7,000
Miami Northwest Express Track and Field Club, Inc.	8,000
Miami Overseas Chinese Association, Inc.	10,000
Miami-Dade Beacon Council	5,000
Miami-Dade Sports Commission, Inc.	8,000
Museum of Contemporary Art, Inc.	13,500
Mystery Park Arts Company, Inc.	3,500
Teatro Avante, Inc.	10,000
Walenstein Musical Organization	3,500

and authorizes the County Mayor or County Mayor's designee to execute grant agreements with each grantee for and on behalf of Miami-Dade County, Florida following County Attorney approval of form and legal sufficiency; and to execute the cancellation provisions contained therein.



The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of December, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Stephen Stieglitz



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**Tourist Development Council - Fourth Quarter**

**GRANT AWARD AGREEMENT - ARTICLE I**

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to \_\_\_\_\_ (hereinafter referred to as the Grantee). The grant award, acknowledging that the Grantee is performing a public service through its programs and projects, is awarded as follows:

**GRANTEE AND GRANT DESCRIPTION**

- |    |                          |   |
|----|--------------------------|---|
| 1. | GRANTEE:                 | (EIN#)  |
| 2. | AMOUNT OF GRANT:         | \$ (Reimbursement/Direct Award)   |
| 3. | PROJECT:                 | (as described in the program application and any revisions attached hereto) |
| 4. | ITEMIZED PROJECT BUDGET: | (as described in the Restatement of Project Budget attached hereto)         |
| 5. | GRANT START DATE:        | July 1, 2009  |
| 6. | GRANT END DATE:          | September 30, 2009  |
| 7. | REPORT DEADLINE:         | November 14, 2009   |

The Parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Clerk, Miami-Dade County  
Board of County Commissioners

\_\_\_\_\_  
County Manager/Designee

**GRANTEE:**

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated April, 2008 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the *Tourist Development Council* program and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

\_\_\_\_\_  
Signature Authorized Official #1

\_\_\_\_\_  
Printed Name/Title Authorized Official #1

\_\_\_\_\_  
Signature Authorized Official #2

\_\_\_\_\_  
Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (4/2008).

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**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (September, 2007)**  
**ARTICLES II, III, IV and V**

**ARTICLE II**

1. **Parties:** The parties to the Grant Award Agreement, which shall be referenced herein as the "Agreement," are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Mayor or his designee. The County Mayor has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

Tourist Development Council grants are made as either a Reimbursement Award or a Direct Award, with the type of grant determined on a case-by-case basis by the Director and on the approval of the Tourist Development Council. The type of this grant award is specified in Article I.2.

If Article I.2 designates this grant as a Reimbursement Award, the Grantee agrees to provide to the Director or his designee, within ninety days (90) of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated as grant award expenses in the Restatement of Project Budget as a condition of receiving payment of this award. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for the grant expenditures. If documentation as outlined above is not received within ninety days (90) of the event, or if the Director concludes that the documentation provided by the Grantee does not definitively demonstrate that funds were expended for the purposes allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article I.2 designates this grant as a Direct Award, grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Minor project revisions believed to be necessary for the purpose of completing the project, but which do not substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's approval. Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article I.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. **Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. **Report Deadline:** To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article I.7 in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

The Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article I.7, the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. **Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of



said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director.

If Grantee is not in compliance with the conditions of any other County agreement, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

**8. Bank Accounts:** Monies received pursuant to the Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.

**9. Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

**10. Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The grantee must also use the Tourist Development Council logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website ([www.miamidadearts.org](http://www.miamidadearts.org)).

By accepting County funds, the grantee is required to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.

**11. Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Tourist Development Council, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Tourist Development Council, the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**12. Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

**13. Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Resolutions R-202-96, R-206-96, R-13211-99;
- (f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave; County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
  - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
  - (2) Title II, Public Services;
  - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
  - (4) Title IV, Telecommunications;
  - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
- (i) Resolution R-1206-97 regarding Welfare Reform Work Participation.

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual

General Terms and Conditions for Tourist Development Council Grants (9/2007)

orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

**14. Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee may be declared permanently ineligible to apply to the Tourist Development Council or the Miami-Dade County Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

**15. Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

**16. Written Notices:** Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

**17. Captions Used in the Agreement:** Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

**18. Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, no modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

### **ARTICLE III - INSURANCE**

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workers' Compensation Insurance for all employees of the Grantee as required by Chapter 440 Florida Statutes.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.



The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

#### **ARTICLE IV - TERMINATION**

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

#### **ARTICLE V - SPECIAL CONDITIONS**

None.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**RESTATEMENT OF PROJECT BUDGET**

**PROJECT INFORMATION**

**Fiscal Year / Program:**

**Organization Name:**

**Project Title:**

**Dates of Activities:**

**Describe any necessary changes to the project that differ from the original grant application:**

**PARTICIPATION**

**Numbers of Children to be Served:**

*Attending, Participating and/or Performing COMBINED*

**# of Infants / Preschool (Ages 0-5):**

**# of Children (Ages 6-12):**

**# of Youth (Ages 13-18):**

**TOTAL # of Children - All Ages (Ages 0-18):**

**TOTAL PARTICIPATION:**

*All Adults PLUS All Children*

**Audience/Attending:**

**Performing/Instructing:**

13

**GRANT AWARD BUDGET**

Itemize cash expenses to be expended from the grant award. Expenditures must equal the total amount of the grant award as listed on the Grant Award Agreement. Round amounts to the nearest dollar (do not show cents). **NOTE:** The items specified in this budget must correspond with the Grant Dollars Allocated column of the Project Expense Budget on your original application form.

**GRANT AWARD****PERSONNEL**

ADMINISTRATIVE: \_\_\_\_\_

ARTISTIC: \_\_\_\_\_

TECHNICAL: \_\_\_\_\_

OUTSIDE ARTISTIC FEES: \_\_\_\_\_

OUTSIDE OTHER FEES: \_\_\_\_\_

MARKETING/PUBLICITY \_\_\_\_\_

PRINTING \_\_\_\_\_

POSTAGE \_\_\_\_\_

IN COUNTY TRAVEL \_\_\_\_\_

OUT OF COUNTY TRAVEL \_\_\_\_\_

EQUIPMENT RENTAL \_\_\_\_\_

EQUIPMENT PURCHASE \_\_\_\_\_

SPACE RENTAL \_\_\_\_\_

INSURANCE \_\_\_\_\_

UTILITIES \_\_\_\_\_

SUPPLIES/MATERIALS \_\_\_\_\_

OTHER COSTS (ITEMIZE): \_\_\_\_\_

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL GRANT AWARD: \$ 

r4

**PROJECT BUDGET**

List cash and in-kind expenses and revenues specifically identified with your project/season. Round amounts to the nearest dollar (do not show cents). **NOTE:** Total project expenses and revenues must equal.

	CASH EXPENSES	IN-KIND		CASH REVENUES	IN-KIND
PERSONNEL			ADMISSIONS		
ADMINISTRATIVE:			CONTRACTED SERVICES		
ARTISTIC:			TUITIONS		
TECHNICAL:			CORPORATE SUPPORT		
OUTSIDE ARTISTIC FEES:			FOUNDATION SUPPORT		
OUTSIDE OTHER FEES:			PRIVATE/INDIVIDUAL SUPPORT		
MARKETING/PUBLICITY			GOVERNMENT GRANTS:		
PRINTING			FEDERAL		
POSTAGE			STATE		
IN COUNTY TRAVEL			LOCAL		
OUT OF COUNTY TRAVEL			CHILDREN'S TRUST (DIRECT FUNDING)		
EQUIPMENT RENTAL			APPLICANT CASH ON HAND		
EQUIPMENT PURCHASE			OTHER REVENUES (ITEMIZE):		
SPACE RENTAL					
INSURANCE					
UTILITIES					
SUPPLIES/MATERIALS					
OTHER COSTS (ITEMIZE):					
			GRANT AWARD		

SUB TOTALS: \_\_\_\_\_

SUB TOTALS: \_\_\_\_\_

TOTAL EXPENSES: \$ \_\_\_\_\_

TOTAL REVENUES: \$ \_\_\_\_\_

Prepared by:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TYPED/PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_



**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

**1. ALLIANCE FRANCAISE DE MIAMI, INC.**

**FY2008-2009  
TDC Recommendation  
\$2,500**

**618 SW 8th Street, Miami, FL 33130  
Organization Established in 1970**

*Make Music Miami*

Funds are requested to support the "Make Music Miami" festival, a free event that presents a variety of music genres, including rock-n-roll to classical on June 21, 2009, at the L'Alliance Francaise in Miami. The event is the local production of the annual global music festival "Fete de la Musique".

**2. Coral Gables Congregational Church (United Church of Christ), Inc.**

**FY2008-2009  
TDC Recommendation  
\$5,000**

**3010 De Soto Boulevard, Coral Gables, FL 33134  
Organization Established in 1924**

*CGCC 2009 Summer Concert Series & Young Musicians' Summer Master Classes*

Funds are requested to support marketing and outside artist fees associated with the Coral Gables Congregational Church (CGCC) Community Arts Program 2009 Summer Concert Series. The series presents eight concerts, June through August. Exceptional artistic quality is presented to Miami-Dade County visitors and residents -- including youth attending the CGCC Community Arts Program "Summer Music Shout Outs!" -- through an ethnically and artistically diverse and wide appealing roster of classical, jazz, and crossover artists.

**3. Fairchild Tropical Botanic Garden, Inc.**

**FY2008-2009  
TDC Recommendation  
\$16,000**

**10901 Old Cutler Road, Miami, FL 33156  
Organization Established in 1936**

*17th Annual International Mango Festival*

Funds are requested to support Fairchild's 17th Annual International Mango Festival, a multi-cultural celebration showcasing 350 varieties of mangoes grown in South Florida with origins from around the world on July 11-12, 2009. More than 9,000 visitors are expected to attend and enjoy lectures, demonstrations, samplings and culinary events.

**4. For the Love of You, Inc.**

**FY2008-2009  
TDC Recommendation  
\$2,000**

**4980 NW 22nd Avenue, Miami, FL 33168  
Organization Established in 2006**

*Community Cultural Enrichment Style-A-Child Event*

Funds are requested to support For the Love of You, Inc.'s "Community Cultural Enrichment Style-A-Child" program on August 2, 2009. The project showcases underprivileged youth through fashion and dance at the Joseph Caleb Center.

**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

**5. Friends of the Bass Museum, Inc.**

**FY2008-2009  
TDC Recommendation  
\$7,500**

**2121 Park Avenue, Miami Beach, FL 33139  
Organization Established In 1980**

*Cool Jazz: Hot Summer Nights at the Bass*

Funds are requested to support "Cool Jazz: Hot Summer Nights at the Bass," a six-week jazz concert series at the Bass Museum of Art in Miami Beach. The series, which features local jazz artists during six consecutive Saturdays from July 18th through August 22nd, is open to residents and tourists. The events are designed to attract visitors to the Museum after dark at a price of \$8 per show.

**6. Galata, Inc.**

**FY2008-2009  
TDC Recommendation  
\$2,500**

**916 North Flagler Avenue, Florida City, FL 33186  
Organization Established In 2000**

*One People, One Community Multi-Cultural Street Festival*

Funds are requested to support the 8th Annual "One People, One Community Multi-Cultural Street Festival" scheduled for May 2, 2009, in downtown Florida City. The festival is a collaborative effort among GALATA Inc., the City of Florida City, WEDR 99 JAMZ and Viva Miami Entertainment, with the goal of promoting unity and community collaboration among the diverse cultures in south Miami-Dade County.

**7. Greater Miami Convention and Visitors Bureau, Inc.**

**FY2008-2009  
TDC Recommendation  
\$25,000**

**701 Brickell Avenue, Suite 2700, Miami, FL 33131  
Organization Established In 1983**

*International POW WOW Miami 2009*

Funds are requested to support International Pow Wow Miami, which is the U.S. travel industry's premier international marketplace and largest generator of travel to the United States. It was exactly a decade ago when Greater Miami and the Beaches last hosted Pow Wow and delegates experienced Miami-Dade County's tropical and cosmopolitan destination. In 2009, Pow Wow attendees will see how the destination has emerged as one of the world's finest centers for art and culture.

**8. Jewish Museum of Florida, Inc.**

**FY2008-2009  
TDC Recommendation  
\$7,000**

**301 Washington Avenue, Miami Beach, FL 33139  
Organization Established In 1989**

*Judy Chicago: Jewish Identity & the Multicultural Connection*

Funds are requested to support the marketing efforts for the exhibit, "JUDY CHICAGO: Jewish Identity and the Multicultural Connection" scheduled for September 8, 2009 to February 7, 2010. Convention-shattering artists, author and social activist Judy Chicago is well known internationally as the creator of the Dinner Party (1974-79), an installation honoring women in history. This exhibit is a retrospective of works from throughout her career, exploring the ways in which art, identity and culture inform and impact one another. This highly successful traveling show serves to foster cross-cultural conversations that transcend race, ethnicity, class age and geography.

**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

**9. Miami Beach Arts Trust, Inc.**

**FY2008-2009  
TDC Recommendation  
\$3,500**

**1775 Washington Avenue, PH2, Miami Beach, FL 33139  
Organization Established in 1999**

*MiamiARTzine.com*

Funds are requested to support the MiamiARTzine.com, a free, vibrant, non-profit bi-weekly online magazine that fills the gap in South Florida's arts coverage by showcasing the often under publicized diverse events and activities of South Florida's cultural organizations and individual artists to tourists and residents. MiamiARTzine.com includes feature stories, free classifieds, artist profiles and more.

**10. Miami Design Preservation League, Inc.**

**FY2008-2009  
TDC Recommendation  
\$14,000**

**P.O. Box 190180, Miami Beach, FL 33119  
Organization Established in 1976**

*Art Deco Weekend 2009*

Funds are requested to support the 32nd Annual Art Deco Weekend Festival held on January 16-18, 2009. The festival celebrates the National Art Deco Historic District in Miami Beach and has over 90 programmed events including films and lectures; tours and educational exhibits; and musical and theatrical entertainment.

**11. Miami Hispanic Ballet Corporation**

**FY2008-2009  
TDC Recommendation  
\$7,000**

**900 SW First Street, #306, Miami, FL 33130  
Organization Established in 1996**

*XIV International Ballet Festival of Miami*

Funds are requested to support the 14th Annual International Ballet Festival of Miami, held on August 28th through September 13, 2009. The festival is unique in Florida, with over 125 renowned dancers and choreographers from more than 25 ballet companies representing Europe, Asia, Latin America, the Caribbean and North America.

**12. Miami Northwest Express Track and Field Club, Inc.**

**FY2008-2009  
TDC Recommendation  
\$8,000**

**1310 NW 90th Street, Miami, FL 33147  
Organization Established in 1979**

*34th Annual Northwest Track & Field Classic*

Funds are requested to support the production costs associated with the 34th Annual Northwest Track & Field Classic on June 12-14, 2009, at Miami Dade College/ North Campus. The project provides South Florida's youth the opportunity to compete and engage in cultural exchange with children from foreign countries and throughout the United States.



**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

**13. Miami Overseas Chinese Association, Inc.**

**FY2008-2009  
TDC Recommendation  
\$10,000**

**2340 NW 27th Avenue, Miami, FL 33142  
Organization Established In 2003**

*Miami Hong Kong Dragon Boat Festival*

Funds are requested to support the annual Miami Hong Kong Dragon Boat Festival which promotes Chinese and other Asian cultures through the sport of Dragon Boat Racing on April 25-26, 2009, at the Brickell Key Waterway. The festival will feature dragon boat races, vendors, cultural displays and a performing troupe from China.

**14. Miami-Dade Beacon Council**

**FY2008-2009  
TDC Recommendation  
\$5,000**

**80 SW 8th Street, Suite 2400, Miami, FL 33130  
Organization Established In 1985**

*Arts and Business Initiative: Cultural Exchange with Italy's Biblioteca Ambrosiana*

Funds are requested to support a virtual tour of Italy's famed Biblioteca Ambrosiana, which houses masterpieces of Da Vinci, Botticelli and other masters at the Miami Dade College Freedom Tower. This month-long community event includes a free educational outreach program for students and seniors with lectures and a study guide. Through the arts and business initiative, the Beacon Council is committed to promoting Miami-Dade County's great cultural treasures and furthering Miami-Dade's reputation as a world-class arts center.

**15. Miami-Dade Sports Commission, Inc.**

**FY2008-2009  
TDC Recommendation  
\$8,000**

**15280 NW 79th Court, Suite 109, Miami Lakes, FL 33016  
Organization Established In 2003**

*2009 USA Junior Olympic Volleyball Championships - Girls*

Funds are requested to support the operations and marketing of the prestigious 2009 USA Junior Girls Olympic Volleyball Championships. The event will bring nearly 20,000 volleyball participants and spectators from throughout the country to Miami Beach from June 23-July 5, 2009.

**16. Museum of Contemporary Art, Inc. (MoCA)**

**FY2008-2009  
TDC Recommendation  
\$13,500**

**770 NE 125 Street, North Miami, FL 33161  
Organization Established In 1981**

*Convention*

Funds are requested to support the Museum of Contemporary Art's (MOCA) summer 2009 exhibition, "Convention." The exhibition explores the allure of large cultural events, conventions, tourism and the culture of the city from June 6 through September 30, 2009. The exhibition itself will become a festival, incorporating weekly events at the museum and around the county. With an international roster of artists and a unique appeal to a broad national and international audience, the exhibit will contribute to the tourism phenomena it examines.

**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

**17. Mystery Park Arts Company, Inc. d.b.a. SoBe Music Institute**

**FY2008-2009  
TDC Recommendation  
\$3,500**

**2100 Washington Avenue, Miami Beach, FL 33139  
Organization Established in 1989**

*Summer Multi-Media Interdisciplinary Cabaret*

Funds are requested to support the SoBe Summer Cabaret, a celebration of interdisciplinary arts explored through the scope of seven artistic disciplines: music, film, dance, visual arts, culinary arts, literature and theatre. Commencing in July through August 2009, this project features world-renowned professional artists in a unique pure theater/cabaret format to be held at the Little Stage Theater, 2100 Washington Ave.

**18. Teatro Avante, Inc.**

**FY2008-2009  
TDC Recommendation  
\$10,000**

**744 SW 8th Street, 2nd Floor, Miami, FL 33130  
Organization Established in 1979**

*XXIV International Hispanic Theatre Festival*

Funds are requested to support marketing, publicity and production costs for the presentation of the award winning XXIV International Hispanic Theatre Festival, the only one of its kind in the U.S., on July 8-26, 2009. The performances will be presented throughout Miami-Dade County, mainly in three municipalities: Adrienne Arsht Center, Prometeo Theatre, Key Biscayne Community Center and the Spanish Cultural Center. The Festival features one production in English or with supertitles in English, in order to attract a wider audience.

**19. Walenstein Musical Organization**

**FY2008-2009  
TDC Recommendation  
\$3,500**

**2817 NW 168th Terrace, Miami Gardens, FL 33056  
Organization Established in**

*A Romantic Evening with Tchaikovsky - Part II*

Funds are requested to support Walenstein Symphony Orchestra's: "A Romantic Evening with Tchaikovsky - Part II," on September 10, 2009 at the Gusman Center at the University of Miami. The funds will support costs associated with advance marketing and printing costs and rental hall fees.



**MIAMI-DADE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OFFICE OF THE COMMISSION AUDITOR**



**Legislative Notes**

**Agenda Item: 9(A)1**

**File Number: 092574**

**Committee(s) of Reference: Board of County Commissioners**

**Date of Analysis: October 6, 2009**

**Type of Item: Grant**

**Summary**

This resolution approves nineteen (19) grant awards for a total of \$153,500 from the FY 2008-09 Fourth Quarter Tourist Development Room Tax Plan and Surtax Category.

**Background and Relevant Legislation**

The Tourist Development Council Grants Program (TDC) provides support to significant cultural and/or special events, including sports activities and television/film origination projects that promote Miami-Dade County's appeal as a tourist destination.

**Policy Change and Implication**

Of the nineteen (19) grant awards for this program, the following are first time recipients:

- Alliance Francalse de Miami, Inc.
- For the Love of You, Inc.
- Friends of the Bass Museum, Inc.
- Greater Miami Convention and Visitors Bureau, Inc.
- Miami Beach Arts Trust, Inc.
- Miami-Dade Beacon Council
- Walenstein Musical Organization

**Budgetary Impact**

Funding for the TDC comes from the 2% Tourist Development Room Tax (TDT) Revenue and the 2% Hotel/Motel Food and Beverage Surtax (Tourist Development Surtax) Revenue.

On May 4, 2009, the County Manager Issued a memo titled, Update on Tourist Taxes Report, which includes seven months of actual revenues distributed from the collection of these taxes. The tourism taxes collected include: Tourist Development Tax (2%), Tourist Development Surtax (2%), Convention Development Tax (3%), Professional Sports Facilities Franchise Tax (1%), and the Homeless Domestic Violence Tax (1%).

According to the Update on Tourist Taxes Report, the following data is reflected:

- County has collected 12.1% below last year at the same time for all tourist taxes combined (\$51.386 million from \$58.474 million); and
- March 2009 monthly collection for all taxes combined were 19.1% less than collections from March 2008.

Additionally, the latest projected revenues for TDT and the Tourist Development Surtax have been provided in a Revenue Estimating Conference Report dated May 8, 2009, from the Office of Strategic Business Management which includes the following:

(\$ in 000's)

	Actuals FY07-08	Projected FY08-09	Projected Budget FY09-10	Percentage difference from FY07-08 Actual and FY08-09 Projected
<b>TDT</b>	\$17,723	\$13,824	\$13,133	-22%
<b>Tourist Development Surtax</b>	\$5,663	\$4,644	\$4,412	-18%

#### Questions

Will County staff be providing an update on Tourist Taxes Report?

Prepared By: Mia B. Marin